

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1998A13540
	§	
vs.	§	
	§	
Cynthia M. Johnson a/k/a Cynthia M. Turner		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Macomb County, Michigan within the jurisdiction of this Court and may be served with service of process at 42270 Parkside Circle, Apt. 2, Sterling Heights, Michigan 48314.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$674.68
B. Current Capitalized Interest Balance and Accrued Interest	\$849.75
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$1,524.43

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
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Southfield, Michigan 48034
(248) 352-4340
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U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: Cynthia M. Johnson

Address: 2960 Algonquin
Detroit, MI 48215

SSN No:

Total debt due United States as of 9/22/97: \$687.09

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$674.68 from 9/22/97 at the annual rate of 8.00%. Interest accrues on the principal amount of this debt at the rate of \$0.15 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 1/20/88 the debtor executed promissory note(s) to secure loan(s) from First American Savings Inc., Tucson, AZ under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. part 682). The holder demanded payment according to the terms of the note(s) and on 5/13/89 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$144.86, thereby increasing the principal balance due to \$2,198.86.

After application of the last voluntary payment of \$50.00 which was received on 6/30/97 the debtor now owes the following:

Principal:	\$674.68
Interest:	\$12.41
Administrative/Collection Costs:	\$0.00
Penalties:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

9-25-97

Date

Richard D. Itewig

Loan Analyst
Litigation Branch

89250-00

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164After lender completes application,
mail HEAF copy only to this address.

LENDER COPY

GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS HARDY - OR TYPE)

1. NAME (NO SUFFIXES) JOHNSON Cynthia M 2. SOCIAL SECURITY NUMBER (313) 526-08314. PERMANENT ADDRESS 12511 PROMENADE DETROIT MICHIGAN 482136. U.S. CITIZENSHIP STATUS (CHECK ONE) ☒ U.S. CITIZEN OR ☐ PERMANENT RESIDENT OR ☐ OTHER ELIGIBLE ALIEN9. ADDRESS WHERE CURRENTLY ATTENDING SCHOOL (CITY, STATE, ZIP) 12511 PROMENADE DETROIT MICH. 4821310. PHONE AT SCHOOL ADDRESS (313) 526-0831 11. SEE INSTRUCTIONS IN APPENDIX 12. LOAN AMOUNT REQUESTED \$ 2,054 13. 2 88 10 8814. HAVE YOU EVER DEFAULTED ON A FEDERAL STUDENT LOAN? ☐ YES ☒ NO 15. DO YOU HAVE ANY PRIOR FEDERAL STUDENT LOANS? ☐ YES ☒ NO16. UNPAID PRINCIPAL BALANCE OF PREVIOUS FEDERAL STUDENT LOAN \$ 17. GRADE LEVEL OF MOST RECENT SCHOOL UNDERGRADUATE STUDY 18. LOAN BEING START DATE OF FIRST RECEIPT 10/13/8819. DO YOU HAVE ANY OTHER FEDERAL STUDENT LOANS? ☐ YES ☒ NO 20. DO YOU HAVE ANY OTHER PRIVATE STUDENT LOANS? ☐ YES ☒ NO21. RESIDENTS OF YOUR HOME (NAME, ADDRESS, AND PHONE NUMBER) EMMETT JOHNSON 2955 ALCONQUIN DETROIT, MI. 4821522. ETHEL COLEY 2949 ALCONQUIN DETROIT, MI. 4821523. KELVIN GARDNER 11143 GLENTFIELD DETROIT, MI. 4821324. SIGNATURE OF BORROWER Cynthia Johnson 25. DATE OF SIGNATURE 01/20/8826. SIGNATURE OF SCHOOL OFFICIAL Elizabeth C. Niek 27. DATE OF SIGNATURE 1/20/8828. NAME OF SCHOOL Poon Business Institute 29. ADDRESS OF SCHOOL 11165 DETROIT MI 4821330. CITY, STATE, ZIP DETROIT MI 4821331. STUDENT'S GRADE LEVEL (CHECK ONE) ☐ FRESHMAN ☐ SOPHOMORE ☐ JUNIOR ☐ SENIOR ☐ OTHER32. STUDENT'S CURRENT ATTENDANCE PERIOD 10/13/88 10/13/8833. ESTIMATED ANNUAL ADJUSTED GROSS INCOME \$ 2100 34. DIFFERENCE ITEM 33 LESS \$ 467235. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? ☐ YES ☒ NO36. SIGNATURE OF BORROWER Cynthia Johnson 37. DATE OF SIGNATURE 01/20/8838. SIGNATURE OF SCHOOL OFFICIAL Elizabeth C. Niek 39. DATE OF SIGNATURE 1/20/8840. NAME OF LENDER First American Savings, Inc. 41. LENDER CODE 83090942. ADDRESS OF LENDER 4360 N. Campbell Ave., Tucson, Arizona 85710 43. PHONE NUMBER (602) 571-112244. IS THIS A REPEAT APPLICATION? ☐ YES ☒ NO45. SIGNATURE OF BORROWER Cynthia Johnson 46. DATE OF SIGNATURE 01/20/8847. SIGNATURE OF SCHOOL OFFICIAL Elizabeth C. Niek 48. DATE OF SIGNATURE 1/20/8849. SIGNATURE OF LENDER BONNIE EICHORN VICE PRES. 50. DATE OF SIGNATURE 2/26/8851. TOTAL LOAN AMOUNT APPROVED \$ 2,05452. DATE SIGNED 2/26/88BEST COPY AVAILABLE
AT TIME OF FILMING

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation (HEAF) without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default, for the terms of that certain Lender Agreement for Guaranties of Student Loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent of its knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
3. Acknowledges that
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and discharge by HEAF of transfer of this instrument in consideration thereof, the undersigned has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE	DATE
X <i>[Signature]</i>	5/5/82
TITLE <i>[Signature]</i>	

SCHOOL CERTIFICATION

BEST COPY AVAILABLE
AT TIME OF FILMING